**Schedule 1 Model contract of employment for Public Service senior executives (other than Secretaries and agency heads)**

(Rule 43**)**

**Contract of employment under section 39 of *Government Sector Employment Act 2013***

**This contract of employment is made** on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_

**Between**

THE GOVERNMENT OF NEW SOUTH WALES

**and**

[*Insert full name*] (the “Senior Executive”)

**Parties**

1.1 This contract of employment is between the Senior Executive and the Government of New South Wales.

**Commencement**

2.1 The employment of the Senior Executive under this contract commences on [*insert date*].

**Definitions**

3.1 In this contract:

“Employer” of the Senior Executive means the person who exercises the employer functions of the Government of New South Wales in relation to the Senior Executive.

“GSE Act” means the *Government Sector Employment Act 2013*.

“GSE Regulation” means the *Government Sector Employment Regulation 2014*.

“GSE Rules” means the *Government Sector Employment (General) Rules 2014*.

3.2 Terms used in this contract that are defined in the GSE Act have the same meanings as they have in the GSE Act.

**Band**

4.1 The Senior Executive is employed in Band [*specify band*]

**Role**

5.1 The role in the Public Service assigned to the Senior Executive is described in Appendix A.

5.2 The Employer may vary the description of the role to which the Senior Executive is assigned at any time.

5.3 The Senior Executive acknowledges that he or she may be assigned to another role in any Public Service agency, or be transferred to another government sector agency and assigned to a role, in the band in which the Senior Executive is employed.

5.4 The Senior Executive must perform the duties and responsibilities of the role to which the Senior Executive is duly assigned.

**Core values**

6.1 The Senior Executive agrees to perform the duties and responsibilities of the assigned role in accordance with the government sector core values under section 7 of the GSE Act.

**Probation period**

7.1 The Senior Executive’s employment is subject to a probation period of[*insert number of months—not exceeding 3 months*].

[OR]

The Senior Executive’s employment is not subject to a probation period.

**Duration of employment**

8.1 The employment of the Senior Executive under this contract is ongoing employment (that is, employment that continues until the Senior Executive resigns or the Senior Executive’s employment is terminated).

[OR]

The employment of the Senior Executive under this contract is, unless the Senior Executive sooner resigns or the Senior Executive’s employment is sooner terminated, for the period ending on [*specify date*]. The period of employment may be extended by the Employer.

**Annual performance agreement**

9.1 The Senior Executive is required to enter into an annual performance agreement with the Employer setting out the performance obligations of the Executive, and reviews of performance, for the year. The performance agreement continues until a new agreement is entered into.

**Capability-based assessments**

10.1 The Senior Executive agrees to participate in periodic capability-based assessments.

10.2 The Senior Executive agrees to the use of these assessments for workforce planning purposes.

**Total remuneration package and allowances**

**Note:**

The total remuneration package is for full-time work. Under the GSE Regulation, pro-rata remuneration is payable for part-time work.

11.1 The total remuneration package (comprising monetary remuneration and employment benefits) of the Senior Executive is specified in Appendix B.

11.2 The Senior Executive may elect from time to time to allocate the total remuneration package as between monetary remuneration and employment benefits in accordance with the GSE Act.

11.3 The Senior Executive is entitled to the allowances specified in Appendix B and any allowances conferred under the GSE Act and GSE Regulation.

11.4 The Employer may, subject to the GSE Act, vary the total remuneration package and allowances of the Senior Executive from time to time.

**Progression**

12.1 If the Senior Executive meets the performance requirements under the agency’s performance management system, the Senior Executive’s total remuneration package may be increased within the range of remuneration applicable to the assigned role of the Senior Executive. Any such increase is at the discretion of the Employer and is not an entitlement.

12.2 This clause does not limit the Employer’s power to increase or reduce the Senior Executive’s total remuneration package in accordance with the GSE Act.

**Hours of duty**

13.1 The Senior Executive must work the hours necessary to perform the duties and responsibilities of the Senior Executive’s role.

13.2 The Senior Executive’s total remuneration package compensates the Senior Executive for any hours worked.

**Part-time work**

14.1 If the Employer agrees to the Senior Executive undertaking work on a part-time basis, the Senior Executive must work the agreed days or parts of days.

**Leave**

15.1 The Senior Executive is entitled to leave in accordance with the GSE Act, the GSE Regulation and the GSE Rules.

**Notice of resignation**

16.1 The Senior Executive may resign his or her employment by providing 4 weeks written notice to the Employer or as agreed to by the Employer.

16.2 If notice of resignation is provided, the Employer may direct the Senior Executive to cease duties immediately or at some other specified time during the notice period. Any such direction does not affect the Senior Executive’s entitlement to receive remuneration or to accrue leave during the notice period.

**Compensation for termination**

17.1 The Senior Executive is entitled to the payment of compensation, on the termination of employment by the Employer, as determined by clause 39 of the GSE Regulation.

17.2 If the Senior Executive’s employment is terminated with compensation, the Senior Executive agrees that if the Senior Executive is re-employed in the public sector (as referred to in section 41 of the GSE Act) within the period to which the compensation relates the Senior Executive will repay the proportionate amount, as calculated in accordance with clause 39 of the GSE Regulation, before the commencement of that re-employment. This obligation continues even though the contract of employment is terminated.

**Confidentiality**

[*The following provisions are mandatory to the extent that the contract must contain obligations relating to confidentiality. However, the following provisions may be substituted by a different set of obligations (that are not inconsistent with the following provisions) to suit the particular requirements of the Public Service agency concerned.*]

18.1 During his or her employment, the Senior Executive will not disclose, without lawful authority, any confidential or secret information acquired as a consequence of the employment.

18.2 On termination of employment the Senior Executive will not, without lawful authority, disclose or make [*commercial*] use of any confidential or secret information acquired by the Senior Executive as a consequence of his or her employment.

**Intellectual property**

19.1 Subject to any written agreement to the contrary between the parties, all intellectual property developed by the Senior Executive in the course of his or her employment is the sole property of the Employer.

**Employment policies**

20.1 The Senior Executive agrees to act in accordance with any applicable employment policies of the Employer.

20.2 However, those employment policies do not form part of this contract and do not create any express or implied contractual rights or obligations between the Senior Executive and the Employer.

**Variation**

21.1 This contract may only be varied in accordance with the GSE Act and this contract.

**APPENDICES**

The Appendices to this contract may be substituted by the Employer.

**Appendix A—Assigned role**

[*insert description of assigned role*]

**Appendix B—Remuneration package and allowances**

The total remuneration package of the Senior Executive is [*insert $ value of package*], comprising [*insert components of remuneration package*]:

The Senior Executive is entitled to allowances under the GSE Regulation and the following additional allowances [*insert any additional allowances*]:

**Signatures**

**The Employer**

Signed

Date

Name

[*Insert job title and office*]

pursuant to the GSE Act on behalf of the Government of NSW.

**The Senior Executive**

Signed

Date

Name in full [*printed*]